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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SERHAN KORKMAZ, individually,

Plaintiff,

vs.

DEWALT INDUSTRIAL TOOL
COMPANY INC., a Foreign Corporation;
BLACK & DECKER INC., a Foreign
Corporation; HOME DEPOT U.S.A., INC., a
Foreign Profit Corporation; ROE GRINDER
MANUFACTURER; ROE GRINDER
INSPECTION COMPANY; ROE GRINDER
CONTRACTOR; ROE GRINDER
DISTRIBUTOR; ROE BATTERY
MANUFACTURER; ROE BATTERY
INSPECTION COMPANY; ROE BATTERY
CONTRACTOR; ROE BATTERY
DISTRIBUTOR; DOE INDIVIDUALS I-
XX; and ROE BUSINESS ENTITIES I-XX,
inclusive,

Defendants.

CASE NO: 2:22-cv-00636-JAD-EJY

**STIPULATION AND ORDER TO
DISMISS DEFENDANTS DEWALT
INDUSTRIAL TOOL COMPANY INC.
AND BLACK & DECKER INC.
WITHOUT PREJUDICE AND TO
PERMIT PLAINTIFF TO AMEND THE
COMPLAINT TO SUBSTITUTE BLACK
& DECKER (U.S.) INC. dba DEWALT
INDUSTRIAL TOOL COMPANY**

ECF No. 13

Defendants DeWalt Industrial Tool Company Inc., Black & Decker Inc., Home Depot
U.S.A., Inc. and proper defendant Black & Decker (U.S.) Inc. dba DeWalt Industrial Tool

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Company (collectively “Defendants”), by and through their counsel of record, Barron & Pruitt, LLP, and Plaintiff Serhan Korkmaz (“Plaintiff”), by and through his counsel of record, Mainor Wirth, LLP, hereby stipulate and agree to the following:

1. Plaintiff alleges “DeWalt Industrial Tool Company” was the manufacturer of a “DeWalt DCG412b” grinder (“grinder”) and “DeWalt 20V/60V 6.0AH Battery Pack, DCB 606” (“battery”) which Plaintiff was operating on or about March 18, 2020.

2. Plaintiff further alleges that the described grinder; battery; or both, were defective and that because of such defect in either or both of them, Plaintiff suffered lacerating injuries to his left arm on the date alleged.

3. Defendant Black & Decker (U.S.) Inc. has affirmatively represented that it does business as DeWalt Industrial Tool Company, and that DeWalt Industrial Tool Company, and further, that DeWalt Industrial Tool Company has no independent corporate existence, separate and apart from being a registered trade name of Black & Decker (U.S.) Inc.

4. Defendant, Black & Decker (U.S.) Inc. has further affirmatively represented that Black & Decker Inc is a stand-alone entity, and is not the designer, manufacture or distributor of DeWalt products, including the subject grinder and battery.

5. The parties agree that Black & Decker Inc. should be dismissed without prejudice as it is not the designer, manufacturer or distributor of the grinder or battery; that DeWalt Industrial Tool Company has no existence separate and apart from being a registered trade name of Black & Decker (U.S.) Inc.; and that the proper defendant for claims arising from supposed defects in a De Walt branded grinder and/or De Walt branded battery is “Black & Decker (U.S.) Inc dba DeWalt Industrial Tool Company.”

6. The parties therefore stipulate that Black & Decker Inc. may be dismissed without prejudice; that “DeWalt Industrial Tool Company” may be removed from the caption as a stand-alone defendant; and the case caption in this proceeding should be amended to read:

SERHAN KORKMAZ, individually,

Plaintiff

1 v.

2 BLACK & Decker (U.S.) INC. dba DeWALT INDUSTRIAL TOOL COMPANY,
3 a foreign corporation; HOME DEPOT U.S.A., INC., a foreign corporation; ROE
4 GRINDER MANUFACTURER; ROE GRINDER INSPECTION COMPANY; ROE
5 GRINDER CONTRACTOR; ROE GRINDER DISTRIBUTOR; ROE BATTERY
6 MANUFACTURER; ROE BATTERY INSPECTION COMPANY; ROE BATTERY
7 CONTRACTOR; ROE BATTERY DISTRIBUTOR; DOE INDIVIDUALS I-XX; and
8 ROE BUSINESS ENTITIES I-XX, inclusive,

9 Defendants.

10 7. The parties agree that the stipulated amendment of Plaintiff's Complaint is for the
11 sole purpose of substituting Black & Decker (U.S.) dba DeWalt Industrial Tool Company in place
12 of DeWalt Industrial Tool Company Inc., and for dismissal of Black & Decker Inc. without
13 prejudice, and for no other purpose.

14 8. Should at any time during this litigation, it becomes known that DeWalt Industrial
15 Tool Company Inc.; Black & Decker Inc.; or either of them is in fact a proper party-defendant to
16 this matter, Plaintiff may amend his complaint accordingly.

17 DATED this 30th day of August, 2022.

DATED this 30th -day of August, 2022.

18 **MAINOR WIRTH, LLP**

BARRON & PRUITT, LLP

19 /s/ Breanna K. Hartman

/s/ David Barron

20 BREANNA K. HARTMANN, ESQ.

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25 Las Vegas, NV 89148-5652

26 *Counsel for Plaintiff*

27 **IT IS SO ORDERED:**

28 
UNITED STATES DISTRICT JUDGE
August 31, 2022

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